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JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

RAMIRO ORTIZ,

Petitioner,

v.

NABORS COMPLETION &
PRODUCTION SERVICES CO., a
DelaOrtiz corporation, now known as
C&J Well Services, Inc.,

Respondent.

Case No.: 2:23-cv-01526-DDP-JPRx

District Judge: Dean D. Pregerson

Magistrate Judge: Jean P. Rosenbluth

JUDGMENT

WHEREAS, on April 2, 2015 two former employees of Respondent NABORS COMPLETION & PRODUCTION SERVICES CO n/k/a C&J WELL SERVICES, INC. (“NABORS”), Brandyn Ridgeway (“Ridgeway”) and Tim Smith (“Smith”), filed a putative class action alleging, among other things, claims under Labor Code §1194(a) and 1771 for failure to pay the minimum prevailing wage and overtime, under Labor Code §226(e) for failure to provide accurate itemized wage statements under Labor Code §226(a), and for related interest and penalties, as well as attorneys’ fees and costs, (CACD Case No. 2:15–cv–03436–DDP–VBKx; “Ridgeway class action”);

1 WHEREAS, on June 29, 2015 NABORS brought a motion to compel arbitration of
2 Ridgeway and Smith's individual claims pursuant to 9 U.S.C. §2, the Federal Arbitration
3 Act ("FAA") and a written arbitration agreement that included a class action waiver;

4 WHEREAS, on October 13, 2015 this Court denied NABORS' motion to compel
5 arbitration, finding the arbitration agreement unenforceable;

6 WHEREAS, NABORS timely appealed the denial of its motion to compel
7 arbitration;

8 WHEREAS, on February 13, 2018 the Ninth Circuit Court of Appeal issued a
9 Memorandum which reversed the Court's order denying the motion and remanded with
10 instructions;

11 WHEREAS, on March 30, 2018, Petitioner Ramiro Ortiz, Jr. ("Ortiz"), a putative
12 class member in the Ridgeway class action, commenced an individual arbitration at JAMS;

13 WHEREAS, Ortiz's individual claims were adjudicated by JAMS Arbitrator Elliot
14 K. Gordon, Esq. resulting in an Interim Award issued January 3, 2022 and a Final
15 Arbitration Award issued February 27, 2023, in favor of Ortiz;

16 WHEREAS, on March 1, 2023 Ortiz filed the instant Petition to Confirm Final
17 Arbitration Award, For Further Attorneys' Fees and Costs, and to Enter Judgment Against
18 Nabors; Nabors appeared, filed an answer and filed a crossclaim to vacate the Final Award;

19 WHEREAS, on June 5, 2023 the Court issued its Order Re: Petitioner's Motion To
20 Confirm Final Arbitration Award And For Further Attorneys' Fees And Costs granted
21 Ortiz's motion and confirmed the Final JAMS Arbitration Award issued by Arbitrator
22 Elliot K. Gordon, Esq. in the Arbitration JAMS Case No. 1220058999 and denied
23 NABORS' request to vacate the award.

24 THEREFORE, IT IS ADJUDGED THAT:

25 Petitioner RAMIRO ORTIZ, JR. shall recover against Respondent NABORS
26 COMPLETION & PRODUCTION SERVICES CO n/k/a C&J WELL SERVICES, INC.
27 ("NABORS") in the amount of \$226,836.34 in unpaid wages, \$215,698.70 in interest
28 through July 19, 2022, continuing interest at the rate of 10% per annum until wages and

1 interest are paid in full, \$128,771.31 in attorneys' fees, and \$1,591.91 in costs, as awarded
2 by the Arbitrator; and,

3 Additional post-arbitration attorneys' fees in the amount of \$8,731.50 and for costs
4 in the amount of \$402.

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6 DATED: June 13, 2023



7 DEAN D. PREGERSON

8 UNITED STATES DISTRICT JUDGE
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